



ARBITRATION LITIGATION AND ITS DECISIONS IN ALGERIAN LAW

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Abstract

Arbitration has been known throughout history as a means of resolving individual and collective disputes, and within the scope of international and internal commercial and civil transactions. However, in the recent period, and in light of the new world order, it has gained great importance, especially in light of the amazing development in means of communication, And the volume of exchanges between countries, due to its ease of procedures and freedom from the restrictions and complications found in internal legal systems on the one hand, and its responsiveness to the requirements of international transactions on the other hand.

Key words: Arbitration- litigation- Decision- Algerian.

INTRODUCTION

Arbitration litigation means replacing the national judiciary and applying a special type of judiciary chosen by the contracting parties in accordance with the contract concluded between them. Which means a set of procedural arbitrator, leading the arbitration dispute to its end with the issuance of the arbitration award. Which must meet a set of conditions required by the Civil and Administrative Procedures Law. Actions carried out by the opponent or the

In this research, we will talk about the arbitration dispute as one of the most prominent procedures followed by the arbitration panel in the administrative contract as a first topic, then we will move on to talk about the arbitration decision as a second topic, and all of this will be detailed as follows:

First section: Arbitration dispute

One of the general principles agreed upon in arbitration is the freedom of the parties to the dispute to appoint the arbitration panel, Whether directly by choosing their names from the parties, or indirectly by referring the matter to a third party The arbitration body shall undertake the arbitration, Such as agreeing on an arbitration center or through the judiciary (1), and we will discuss that Through this requirement, we reach these points as follows:

The first action taken by the parties is to form the arbitral tribunal in any way they agreed to in the arbitration agreement, either directly, indirectly, or through the judiciary.

Arbitration litigation begins as soon as one of the parties to the contract begins to initiate arbitration proceedings against the other party or parties in accordance with the arbitration agreement or charter party.

First requirement:

Arbitration dispute

A dispute may arise between contracting parties within the framework of international management contracts, Which makes the parties expose it To the arbitration court, in accordance with the arbitration agreement or charter party concluded between the disputing parties.

First section: appointment arbitrators manner:

Article 1041 of the Algerian Code of Civil and Administrative Procedure (2) specifies how to appoint arbitrators, as it states: “The parties may, directly or by reference to the arbitration system, appoint the arbitrator or Arbitrators or determine the terms of their appointment or replacement.

In the absence of appointment and in the event of difficulty appointing, removing or replacing arbitrators, the party interested in expediting the arbitrators may do the following:

- Submit the matter to the president of the court within whose jurisdiction the arbitration falls, if the arbitration takes place in Algeria.



- Submitting the matter to the President of the Algerian Court, if the arbitration takes place abroad and the parties choose to apply the rules of procedure in force in Algeria.

It becomes clear from this text that there are three ways in which arbitrators are appointed, which may be through direct appointment by the parties or indirectly, by referring to the system of an arbitration center, or by the President of the Court in the absence or difficulty of this appointment.

1. First: Direct appointment of arbitrators by the parties:

The researcher believes that the parties can directly, as confirmed by Article 1041 above, appoint the arbitrator or arbitrators and determine the terms of their appointment, whether that appointment is included in the arbitration clause, or it is an agreement.

Arbitration on the occasion of a specific dispute that actually exists between the adversaries, and the procedures for selecting or appointing arbitrators differ according to the type of arbitration chosen by the two parties. If the arbitration is private -Ad hoc - any

Without referring to an arbitration institution, the two parties choose one or several arbitrators. In most cases, each party to the dispute chooses or appoints one arbitrator, and then the two arbitrators undertake both are to appoint a third arbitrator, called the main or likely arbitrator. In this case, the parties enjoy absolute freedom to form the international arbitration tribunal as they wish, with the number and specifications they deem fit Which they determine and the way they want 3.

2. Second: Appointment by reference to a permanent arbitration center system

Article 1041 mentioned above allows parties to choose organized or institutional arbitration to settle disputes that may arise or have arisen between them. In this case, arbitration shall be carried out in accordance with the rules followed by the arbitration institution, and these rules are what determine how arbitrators are chosen.

In most cases, the institution prepares a list that includes the names of specialized persons who have experience and knowledge of transactions and laws, and the parties may you can choose whatever you want from those names, and you can also choose from outside the list of that institution, along with note that the parties who have accepted the system of an arbitration institution are subject to the system of appointing, dismissing and replacing arbitrators stipulated in the institution and they must adhere to it.

3. Third: Appointment of arbitrators by the national judge:

The intervention of the national judge in appointing arbitrators is usually when the parties choose private arbitration, and is an exception when they choose regular or institutional arbitration, and if a dispute arises between one of the parties.

Arbitration and the arbitration center that the two parties agreed to administer the arbitration, About some actions that taken by the Center or which it should have taken, or due to a deficiency in its regulations, in this case the judiciary will find itself called upon to intervene, to resolve the dispute existing between the two parties or to confront the deficiency in the Center's regulations (4)

One of the parties often refuses to implement its obligation arising from the arbitration agreement and abstains when this arises the dispute over the appointment of an arbitrator. This situation would lead to the paralysis of arbitration, which led most countries to allow in their domestic laws the intervention of the judge to extend a helping hand to ensure the continuity of arbitration.

The Algerian judge, through the text of Article 1041 of the Code of Civil and Administrative Procedure, does not interfere in the formation of the arbitration panel except as an exception, leaving the parties complete freedom to choose their arbitrator, or choose an arbitration system that undertakes the task. He only intervenes in the absence of appointment or in the event of difficulty appointing arbitrators.

The rule upon which Algerian law based the nomination of arbitrators is complete freedom of will.the court only intervenes to implement the will of the parties contained in the arbitration agreement if this is not possible the parties and the arbitrators can implement it. If the two parties to the arbitration do not agree on the selection of the arbitrators or the method by which the

selection is made, the judiciary has the right to do so based on the request of one of the parties under conditions, which are as follows:

_There must be an arbitration agreement, specifying how the court will be formed.

_The parties to the arbitration must not agree to name the arbitrator or appoint a private arbitrator.

_One of the parties to the arbitration must submit to the court a request to appoint arbitrators. (5) If these conditions are met, the competent judicial authority has the right to assist in forming the court, noting that the intervention of the national judge is not interference in arbitration matters, but rather an assistance to arbitration. The researcher notes that the legislator has done well to stipulate the intervention of the judiciary to resolve the problem of appointing an arbitrator that was not agreed upon. This is in order to confirm the characteristic of arbitration that it is characterized by speed in resolving the dispute.

Section Two: Replacement and reply of arbitrators

The arbitrator exercises a role similar to a judge, so he must have the same morals and legal obligations that a judge possesses. When the arbitrator undertakes arbitration, this means that he has gained the trust of the parties, which is trust. It has a high-level moral status that imposes a set of behaviors and etiquettes, and every violation is imposed by the arbitrator these behaviors expose him to response procedures, and accordingly, we will discuss the reasons for the response and its procedures.

4. First - Reasons for the response:

The arbitrator's response means that one of the parties to the arbitration dispute expresses his will not to appear before a specific arbitrator in a specific case, due to the availability of one of the reasons specified by the law and in accordance with the conditions specified by it (6).

Some legislation did not specify the reasons for response, leaving room for the parties to determine the reasons they deem serious, and some legislation settled between the arbitrator and the judge regarding the reasons for response (7). As for Algerian law, Article 1016 of the Code of Civil and Administrative Procedures specified the reasons for response, which mainly revolve around Regarding the principle of the authority of the will of the parties and the presence of legitimate doubt about the independence of the arbitrator, it states: "It is permissible to reject the arbitrator in the following cases:

1_- When he does not meet the qualifications agreed upon between the parties.

2_When there is a reason for dismissal stipulated in the arbitration system agreed upon by the parties,

3_When the circumstances reveal a legitimate suspicion of his independence, especially due to the existence of an economic or family interest or relationship with one of the parties directly or through an intermediary.

4_It is not permissible to request the dismissal of the arbitrator from the party who appointed him, or participated in his appointment, except for a reason known to him after the appointment.

5_The arbitration court and the other party shall be informed without delay of the reason for the response.

5. Second: Procedures for responding to arbitrators

The Algerian legislator did not clearly specify in Article 1016 of the Code of Civil and Administrative Procedures arbitrators' response procedures, saying only that "...in the event of a dispute, if the arbitration system does not include methods for settling it If the parties do not seek to settle the response procedures, the judge will decide on that by order based on the request of those interested in expediting it. This order is not subject to any appeal."

In order to determine the procedures for dismissing the arbitrator, one must address the request for dismissal, then the court competent to consider the request, and finally the implications of the judge's decision (8)

6. A- Request a response:

The principle enshrined in various legislation, including Algerian legislation, is the freedom of the two parties to agree on the procedures for challenging the arbitrator. However, in the absence of

any agreement in this regard, the party who intends to challenge the arbitrator must submit its request in writing to the arbitrator who intends to challenge him. He must report it to a court Arbitration and the other party without delay due to the response, in accordance with the text of Article 1041 of the Civil and Administrative Procedures Law (9). If the response request submitted by one party is accepted, whether the other party Or the arbitrator himself, there is no problem with that. Otherwise, the dispute is referred, whether by the applicant or by the arbitration panel, to the president of the competent court, who issues his order in that regard.

7. B- The competent court:

According to the text of Article 1041 of the Civil and Administrative Procedures Law (10), which states: “The parties may Directly or by reference to the arbitration system, appointing the arbitrator or arbitrators or determining the terms of their appointment and the terms of their removal or replacement.

In the absence of appointment, and in the event of difficulty appointing, removing or replacing arbitrators, the party interested in expediting the arbitrators may do the following:

- Submit the matter to the president of the court within whose jurisdiction the arbitration falls, if the arbitration takes place in Algeria.
- Submitting the matter to the President of the Court of Algeria, if the arbitration takes place abroad and the parties choose to apply the rules of procedure in force in Algeria. If the agreed-upon arbitration system does not include procedures for dismissal of the arbitrators, or the parties do not seek to settle the dismissal procedures, the party of interest must Acceleration to submit his application:

If the arbitration takes place in Algeria: to the president of the court within whose jurisdiction it falls arbitration if it is specified in the arbitration agreement, but if it is not specified, then it is the court in whose jurisdiction the place of concluding the contract, or the place of implementation, is in accordance with Article 1042 of the Civil and Administrative Procedures Law.

If the arbitration takes place abroad: If the arbitration takes place abroad and the parties choose to apply the rules of procedure in force in Algeria, the request for dismissal shall be submitted to the President of the Court of Algeria.

The legislator did not specify a period for submitting a challenge request, so any party to the dispute can request the challenge or dismissal of the arbitrator since his appointment, and before the closing of pleadings or the issuance of the ruling (11)

Section Three: The court competent for disputes resulting from the formation of the arbitration court

In various national legislations applicable in the field of international arbitration, the state determines the judge who intervenes in the event of any obstacle hindering the proper conduct of the arbitration procedures. Algerian legislation, similar to other national legislations, has given the state judge powers that aim to establish complementarity between the work of the judge and the arbitrator. He gave this task to the president of the court, but he made a difference between whether the arbitration took place in Algeria or abroad, as Article 1041, paragraph 2, of the Code of Civil and Administrative Procedure stipulates that: “...

In the absence of appointment, and in the event of difficulty appointing, removing or replacing arbitrators, the party interested in expediting the arbitrators may do the following:

Submitting the matter to the president of the court within whose jurisdiction the arbitration falls, if arbitration is taking place

In Algeria.

Submit the matter to the President of the Algerian Court, if the arbitration takes place abroad and the parties choose to apply the rules of procedure in force in Algeria.

Accordingly, determining the competent court in consideration of this article is linked to the location of the arbitration.

8. First: Arbitration takes place in Algeria:

When arbitrators are not appointed or in the event of difficulty appointing them, the party interested in expediting the matter may submit the matter to the president of the court within

whose jurisdiction the arbitration falls. The point then is where the arbitration is conducted. Arbitration, as stipulated in Article 1042 of the Civil and Administrative Procedures Law, which stipulates the following: “If the competent judicial authority is not specified in the arbitration agreement, jurisdiction shall devolve to the court within whose jurisdiction the place of concluding the contract or the place of implementation is located.”

9. Second: Arbitration takes place abroad:

When it is not possible to appoint arbitrators or complete the arbitration panel, the party interested in expediting the matter must submit the matter to the President of the Court of Algiers.

The second requirement: the applicable law

The parties to the dispute enjoy complete freedom in choosing the law applicable to the dispute existing between them, whether with regard to procedural law or the law applied to the subject matter of the dispute, and the jurisdiction to determine this law may rest with the arbitral tribunal (12)

Section One: The law applicable to procedural matters

According to Article 1043 of the Civil and Administrative Procedures Code, which states: “The procedures to be followed in the dispute may be specified in the arbitration agreement, directly or based on an arbitration system, as well as These procedures may be governed by law determined by the parties to the arbitration agreement.

If the agreement does not stipulate this, the arbitration court shall adjust the procedures when necessary, directly or based on the arbitration law or system.”

Accordingly, this article enumerated cases for choosing the procedural law, so that it established the principle of the power of will when the parties were given the freedom to determine the rules of procedure in the arbitration agreement directly or based on an arbitration system, and the article itself took into account the parties’ failure to agree on determining the procedural law, so here it is responsible for The arbitration court determines it directly, or based on a specific law or based on an arbitration system (13)

It is clear from this article that it gives the parties three options for choosing the procedural law, which are:

A

- The first option: for the parties to set the necessary procedures to be followed in the arbitration agreement, and this is taken into account in most comparative laws, such as the French law in Article 1494 of civil procedures.

B

- The second option: to specify for the parties in the arbitration agreement the rules of procedure applicable in a specific arbitration system, meaning that the parties have the freedom to adopt the system of a specific center or arbitral tribunal in the arbitration agreement, although this leads to expanding the scope of freedom of will in the arbitration law and so on.

It has positive effects that make arbitration more flexible.

C

- The third option: It enables the parties to determine the procedural law according to a specific national law, which may be the law of the Algerian or foreign party, and we clearly note the exclusion of conflict of laws in determining the applicable law.

However, we refer to some provisions regulating this issue in Article 1046, paragraph (01) of the Civil and Administrative Procedures Law, which states: “The arbitration court may order temporary precautionary measures based on At the request of one of the parties, unless the arbitration agreement stipulates otherwise. This article gives the arbitration court the jurisdiction to issue temporary and precautionary measures (14)

Section Two: The law applicable to the subject of the dispute

Article 1050 of the Code of Civil and Administrative Procedure (15) stipulates: “The arbitration court shall decide the dispute in accordance with the rules of the law chosen by the parties, and in the absence of these choices, it shall decide According to the rules of law and customs it deems appropriate.”



Accordingly, according to this article, there are two cases in which the arbitrator can determine the applicable law to the dispute:

10. First - The law agreed upon by the parties:

The arbitral tribunal applies the rules agreed upon by the parties to the subject of the dispute. It may be the partial law or it may be any other law. Article 1050 mentioned above confirms the freedom of the parties to apply power of will principle.

In all cases, the parties must take into account the rules relating to public order in their choice of the law applicable to the subject of the dispute.

11. Second: Not specifying the applicable law:

Article 1050 of the Code of Civil and Administrative Procedure states: “The arbitration court shall decide the dispute.”

Pursuant to the rules of the law chosen by the parties, and in the absence of this choice, it will be decided according to the rules of law and the customs that he deems appropriate.” Under Algerian law, the arbitrator enjoys broad authority. He chooses the law that is considered to be more relevant and connected to the conflict, and in the face of the flexibility of the Algerian text, may be the law of conclude the contract, the place of its execution, or the law of the country in which the arbitration takes place, However, reality has proven at the level of international administrative arbitration that arbitration tends more to the law of the place where the contract was concluded, or the law of the place of implementation based on Implied will of the parties (16)

The second section: arbitral decisions

Jurisdiction is determined after the arbitration court is formed and its constituent members are determined, and after the issue of its jurisdiction has been positively established, with the subsequent determination of the applicable law On the procedural and substantive dispute, the court begins to examine the substantive points of dispute and completes its work It is entrusted with issuing a final ruling on the dispute before it that puts a final end to it, and this is the first goal stated by the parties and the court itself.

After the issuance of the arbitral award, which has judicial character and effect, it is put into effect However, the parties reserve the right to challenge the ruling by appealing it.

Section One: Conditions for issuing the arbitration award and its effects

Once the arbitral tribunal has finished examining the dispute, it addresses the subject of the dispute with an arbitral ruling, based on the requests submitted to it during the arbitration. The Algerian legislator has specified a set of conditions that must be met in it so that the latter is correct and productive of its effects.

12. First: Conditions for issuing an arbitration award in international administrative contracts:

The arbitration award is linked to a set of conditions that are considered essential and cannot be violated. The Algerian legislator enshrined them in accordance with the Civil and Administrative Procedures Code. Among these conditions are what is related to the form of the arbitration award or the date of its issuance, or is linked to its delivery (17)

13. A- Conditions related to the form:

Writing: In accordance with Article 1052 of the Code of Civil and Administrative Procedure, which states: “The arbitration award shall be proven by submitting the original attached to the arbitration agreement or a copy thereof that meets the conditions for its validity,” as well as the provisions of Article 1053 of the same law stipulates: “The documents mentioned in Article 1052 above shall be deposited in trust.”Control of the competent judicial authority by the party concerned with the acceleration,” as well as Article 1029, which states: “Expect Arbitration awards by all arbitrators.”

What the researcher notes from the Civil and Administrative Procedures Law is that it does not explicitly stipulate:

The arbitration award must be in writing, but the necessity of its presence is evident from the aforementioned articles, in contrast to Article 458 repeated 13 of Legislative Decree No. 93/09 18, which explicitly stipulated that the arbitration award be in writing, and the Algerian legislator did



not address the Through the Code of Civil and Administrative Procedure, the language in which the arbitration award must be drawn up Rather, he left the freedom to the parties to choose the language they deem appropriate, and he did not refer to the requirement to mention the names of the arbitrators, as it only stipulated the signature these are cases that are not included in the invalidation appeal.

Noting that among the objective conditions set by the New York Convention in accordance with Article 33 is that the decision be accompanied by a translation into the language of the country in which recognition and implementation is sought, if not the decision he came in this language.

14. B-Causation:

The arbitration decision must be justified, otherwise it will be invalid, by including a brief presentation for the deposits of the parties and aspects of their defense 19, so that the ruling is based on factual and legal reasons, and thus the justification is a statement of the arguments and evidence that the arbitrator relied on in issuing the decision, and it is a guarantee for the parties to the dispute from the arbitrariness of the arbitrators. Most legislation stipulated that the arbitration awards be given justification, and in this way the Algerian legislator followed, which required the reasons for the rulings. In the text of Article 1027, paragraph 2 (20) Which states: “Arbitration awards must be reasoned, and failure to reason may lead to non-implementation of the award, and this is evident. ”through Article 1056 21 related to areas of appeal, which stipulates an appeal if the ruling is not given reasoning, or there are conflicting reasons. The legislator did not grant the parties freedom to reason for the decision or not to reason it, i.e. neglecting the principle of the authority of will. The Algerian legislator considered reasoning in arbitration a related issue in the public system.

15. C- Signature:

The Algerian legislator required the signature of the arbitration award through Article 1029 of the Code of Civil and Administrative Procedure, which states: “Arbitration awards shall be signed by all arbitrators.”

If the minority abstains from signing, the rest of the arbitrators will point this out, and the award will take effect as being signed by all the arbitrators.”

It is clear from the above text that signature is mandatory, but the refusal of one of the arbitrators to sign does not flaw the arbitration award, nor does it diminish its effects, provided that the other arbitrators note this refusal in the award.

16. D- Date:

This is what is stipulated in Article 1028 of the Civil and Administrative Procedures Law, and what is meant is the date of pronouncement of the award within the time given to the arbitrators. However, omitting it does not lead to the invalidity of the award if Its deposit was confirmed within the specified period.

17. E- The place of issuance of the arbitration decision:

This is what is stipulated in Article 1028/03, which is specifying the location of the headquarters the arbitration court, which allows determining the judiciary competent to receive the invalidation appeal against the ruling Arbitration.

18. Second - Conditions related to the date of issuing the arbitration award:

The arbitration panel must issue the arbitration award ending the dispute within the period specified for its issuance international administrative contracts rarely specify a specific period during which the arbitration court will issue a ruling arbitration (22), and the parties may specify this time directly in the arbitration agreement or indirectly Such as referral to the arbitration center.

The matter ends with the arbitrators issuing the arbitration award within the agreed upon period, but the arbitration court may not be able to decide on the dispute before it during this period, in such cases in this case, the parties may agree to extend the deadline for issuing the arbitral award, and here the parties agree to specifying a specific period for the extension, after which the arbitration panel must decide the dispute with a final ruling, but the question arises if the parties do not agree on the extension?

The legislator explicitly stipulated this issue, stating that if the parties do not agree to extend the term, the term will be extended in accordance with the arbitration system, and in the absence of that, it will be done by the president of the competent court. 23 The Algerian legislator has not set a specific deadline for extension.

The Algerian legislator wanted to embody the speed of deciding arbitration awards by making this period four months, which was neglected by Legislative Decree 93/09 24. However, this text may not guarantee speed of settlement in the event that the parties agree, whether directly or indirectly, on a deadline for completion arbitrators for the arbitration mission, which may exceed four (4) months, This period has not been specified in the beginning

It is determined in the event that the parties do not agree, in order to preserve the principle of freedom of the parties, as well as the scarcity of the existence of an arbitration agreement It contains a deadline for issuing the arbitration award, in addition to the fact that the disputing parties are unable to conclude an arbitration agreement in the time it will take to resolve their disputes due to their ignorance of this dispute, its nature, and its degree of complexity.

Accordingly, the terms and conditions stipulated before the judicial authorities are applied to the arbitration dispute in the administrative contract, unless the parties to the administrative contract agree otherwise (25), by submitting the dispute the arbitration court shall be required by the parties together or by the party interested in expediting, if the matter is related to the arbitration clause, and the arbitration agreement shall be valid even if no deadline is set for its termination.

(26) And in accordance with the text of Article 1018 of Law 08-09: In this case, the arbitrators are required to complete their mission within four months It starts from the date of filling them out or from the date of notifying the arbitration court. However, this period can be extended with the approval of the parties, i.e. the parties to the administrative contract. If it is approved, it can be extended in accordance with the law Arbitration, in the absence of that, is carried out by the president of the competent court. Each party must also evaluate its defense and documents at least fifteen days before the arbitration period expires. (27) Or if the forgery in the document is challenged civilly or if a criminal incident occurs, the arbitrators will refer the parties to the competent judicial authority, and the arbitration period will resume from the date of the ruling on the interlocutory issue. (28)

19. Third: Conditions related to the delivery of the arbitration award:

The arbitration award is considered to have been issued by the arbitral tribunal by announcing it and delivering it to the parties. The arbitration award is not considered an award in the strict technical sense, except from the date on which it falls outside the jurisdiction of the arbitral tribunal.

Legislations have differed regarding the issue of depositing the arbitration award. According to French and English law, the arbitration award is deposited in the institutional or free arbitration center in which the arbitration took place, or in a clerk's office One of the judicial courts in the country in whose territory it was issued.

And the Egyptian required that the arbitration award be deposited in the writing of an officer of one of the Egyptian judicial courts, as Article 47 of the Arbitration Law of 1994 stipulates that the person in whose favor the award is issued must deposit its original or a signed copy in the language in which it was issued, or a certified translation of it in Arabic. From an authority accredited in the clerkship of the Cairo Court of Appeal, or in the clerkship of any other court of appeal agreed upon by the two parties. The clerk of the court shall draw up a record of this filing, and both parties to the arbitration may obtain this record.

We do not find a text similar to the previous one in Algerian law. Rather, the legislator merely obliged the party in whose favor the ruling was issued to deposit it with the secretariat of the court in two cases:

The first case is in the implementation of the arbitrators' rulings. Here, the party who is interested in expediting the arbitration award, whether final, partial or preparatory, deposits it with the court's registrar²⁹. The second case is in the case of recognition of international arbitration awards in Algeria, in accordance with Articles 1051 and 1052 of Law 08/ 09.

Arbitration decisions are the final stage of arbitration in the administrative contract, so in this requirement we must address them by dividing it into three specific branches as follows:

Section Two: Issuing the arbitral decision in the administrative contract

The issuance of the arbitral decision in the administrative contract is governed by a set of procedures, which have implications, all of which will be studied as follows:

20. First: Procedures for issuing the arbitration decision

The procedures for issuing the arbitration award in the administrative contract are:

21. 1 - Deliberation:

What is meant is the discussion that takes place between the members of the arbitration panel, if there are multiple members, to agree on the basis of the ruling in the case, so that the ruling comes as a result of their cooperation³⁰, and that the deliberation is not valid unless the conditions necessary for its validity are met, which the Algerian legislator has specified in the Code of Civil Procedure and Administrative No. 08-09 through Articles 1020, 1025, 1029/1, and 1029/2, which are:

-The arbitrators' deliberations should be valid and not public, and the investigation work and records should be completed

All arbitrators accept it and no one participates in it unless the arbitration agreement authorizes an authority to delegate one of them to do it.

- The arbitration awards shall be signed by all arbitrators, but if the minority abstains from signing The remaining arbitrators shall indicate this, and the award shall have effect as signed by all arbitrators.

22. 2 -Vote:

According to the text of Article 1026 of Law 08-09, arbitration awards shall be issued by a majority of votes, meaning that

The ruling issued by the arbitration panel shall be by a majority of votes, or if a majority is not available, it shall be taken

The arbitration award is made by the president of the arbitration panel, and the arbitration award is deemed to have been made at the place of arbitration and on the date recorded in (31)

23. - Arbitral decision data:

According to the text of Article 1028 of Law 08-09, the arbitration decision in the administrative contract must include the following data:

The name and title of the arbitrator or arbitrators, the date and place of issuance of the award, and the names and titles of the parties their domiciles, the designation of legal persons, their social headquarters, the names and titles of lawyers or those like or assist parties where necessary.

Section Three: The effects resulting from the issuance of an arbitration award in international contracts

The issuance of the arbitration decision has important effects, which are:

24. First: The arbitral award acquires the validity of the matter adjudicated:

The reason or legal basis for establishing the validity of arbitration decisions is the existing agreement between the parties to submit their dispute to arbitration for a decision, and accordingly, the parties' commitment to the award is based on their prior consent.

The arbitration dispute is separated from the arbitrators as soon as they decide the dispute. That is, the issuance of the arbitration award even without the expiration of the four-day arbitration period 4 months, According to the text of Article 1031 of Law No. 08-09 Civil and Administrative Procedures Law "Arbitration awards have the validity of the matter adjudicated as soon as they are issued in relation to the dispute that has been decided." The requirement of the validity of the award is acceptance. Opponents to the content of the arbitration decision, and the Algerian legislator did well to explicitly stipulate the validity of the awards. Arbitration, considering this authority as an effect of arbitration rulings (32).

The Algerian legislator has gone along with modern jurisprudence, which says that the validity of the judged matter is a procedural legal status that arises from judicial work, and results in the parties to the dispute being bound by the operative part of the ruling. The judge is also obligated in

subsequent procedures to respect this validity, as he refrains from deciding the dispute again the validity of the matter decided is only established by final rulings, The principle is that it is only proven by the text of the ruling, the reasons it included, and the points that were decided in the ruling explicitly or implicitly, and the confrontation regarding it took place between the opponents and is binding on the arbitrators and the national judiciary, with it not being invoked against others.

25. Second - Implementation of the arbitral decision:

According to the text of Article 1035 of Law No. 08-09, the arbitration award in the administrative contract, whether final or preparatory, is enforceable by order of the president of the court in which it was issued. Its jurisdiction, and the original judgment shall be deposited in the court's registry by the party concerned with expediting it, as well as it is the responsibility of the parties to the administrative contract (33), The expenses of filing the petitions, documents, and the original of the award. The Chief Registrar delivers an official copy, signed in executive form, of the arbitration award to whoever requests it from the parties to the administrative contract. The rules relating to the expedited enforcement of the rulings apply to the investigation rulings subject to enforcement. Prepaid dower 34, and according to the text of Article 1038, arbitration rulings cannot be invoked against third parties.

26. Third: Terminating the arbitral tribunal's mission

This effect is stipulated in Article 1030, Paragraph 01 of the Civil and Administrative Procedures Law, which states: "The arbitrator abandons the dispute as soon as he decides on it." Accordingly, once the arbitration award is issued and settled For the dispute, it puts an end to the arbitral tribunal's mission, and serves as an authorization for the end of the arbitration proceedings.

As a result, the arbitral tribunal does not have the right to address the award it issued with any amendment or change, unless this is to correct material or arithmetical errors. The rule in this regard is that the court that issued the judging is in fact more capable of correcting or interpreting it than others, and this means that the authority of the arbitral tribunal to correct is limited to the operative part of the ruling issued by it, to material errors and to interpreting its decisions this is what is stipulated in Article 1030, paragraph 02 "However, the arbitrator may interpret the judgment or correct material errors and omissions in it in accordance with the provisions contained in this law", and the ruling issued interpreting or correcting the judgment is considered an objective ruling complementary to the original ruling, and the rules applicable to this ruling relating to methods of appeal shall apply to it. 35

Conclusion:

Arbitration has now reached its brightest and most sophisticated era, as it has spread as a means of resolving disputes, There are more disputes than ever before, and it has become a reality imposed by the conditions of globalization and modern trends, accompanied by the transformation of the state from a guardian state to a trading state, as it entered the field of trade at both levels. Internal and external, this resulted in the state relinquishing part of its sovereignty and prestige in favor of this, and began to deal with natural and legal persons on an equal footing and concluded contracts with them in order to Meeting the needs of its various members.

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